

**INTERLOCAL COOPERATION AGREEMENT
FOR LAW ENFORCEMENT SERVICES (2003-2004)**

This Interlocal Cooperation Agreement is made and entered into this day by and between DAVIS COUNTY, a political subdivision of the State of Utah, which shall be called "County" in this agreement, and SOUTH WEBER CITY, a municipal corporation of the State of Utah, which shall be called "City" in this agreement.

This agreement is based upon the following recitals:

A. County maintains a law enforcement department through its Sheriff's Office which includes the Sheriff and his deputies and all the requisite patrol cars and other equipment necessary for the proper policing of the County.

B. City has no police department, patrol cars, or law enforcement equipment and desires to provide its citizens with police protection and law enforcement services at a minimum of expense.

C. County has sufficient personnel, equipment and facilities to provide adequate police protection and law enforcement services to City.

D. The parties hereto are willing to enter into an agreement that the County provide such law enforcement services to City for the fees as hereinafter specified.

E. The parties are authorized by the *Utah Interlocal Cooperation Act* as set forth in Chapter 13, Title 11, *Utah Code Annotated 1953, as amended*, to enter into this interlocal cooperation agreement.

NOW, THEREFORE, in consideration of the mutual terms set forth in this agreement,

the parties hereto do hereby agree as follows:

1. Service Hours.

The County shall provide law enforcement services to the City with the hours of service subject to the following:

A. The County shall provide to the City seven (7) hours per day of law enforcement services. Said hours of service shall be provided at various times during each twenty-four (24) hour period.

B. The law enforcement hours shall include, but not be limited to, time incurred for traffic enforcement, preventive patrol, crime prevention, investigations, crime lab services, emergency services, and school education programs.

C. The number of hours set forth in this paragraph may be renegotiated upon the giving of sixty (60) days written notice by the party initiating the request to the other party.

D. Court appearances by County law enforcement officers shall not be included in the seven (7) hours per day. However, the City shall pay the witness fee required for each court appearance in the amount of Eighteen and 50/100 Dollars (\$18.50) per court appearance in addition to the other considerations provided for in this agreement.

E. As personnel and resources and time permit, the County shall provide additional law enforcement services in excess of the seven (7) hours upon the specific request of the City Manager or his designee.

2. Law Enforcement Services.

A. Law enforcement functions performed by the Sheriff or his deputies within the City which are of a general nature and normally within the legal duties of the Sheriff or as provided by Statute such as the serving of notices and warrants, shall not be charged to the City

as services performed pursuant to the provisions of this agreement.

B. City shall not be charged with services performed by the County while the County is in the performance of its regular duties in assisting the Highway Patrol in accident investigations, paramedic service or other services which the County performs in its ordinary course of business or for which the County may receive reimbursement from insurance carriers or private parties as a result of the County providing medical care or ambulance service.

3. Law Enforcement Officers.

A. Full-time, sworn peace officers from the County shall perform all law enforcement functions as presently set forth in the requirements of Utah State statutes and the City's ordinances and shall enforce ordinances of the City in the same manner as such matters would be handled if the officers were directly employed by the City.

B. Peace officers from the County shall be employees of the County and shall not be deemed as employees of the City.

4. Equipment.

The County shall, as part of the services to be provided under this agreement, provide to the City the necessary equipment for the Sheriff's personnel providing the law enforcement services which are the subject of this agreement, including necessary vehicles and other law enforcement facilities as are needed in the performance of the law enforcement services contemplated by this agreement.

5. **Violations, Citations, and Court Appearances.**

A. Offenses which could be charged as violations of either State law or the ordinances of the City shall be charged as violations of City ordinances. All such violations shall be filed with the Justice Court of South Weber City.

B. Whether under State law or City ordinances, all offenses occurring within the City which are classified as infractions, Class C misdemeanors, or Class B misdemeanors shall be filed for the City Justice Court.

C. If the offender is a juvenile, whether under State law or City ordinances, all offenses occurring within the City which are classified as infractions, Class C misdemeanors, or Class B misdemeanors shall be filed in the City Justice Court; except those areas specifically reserved for the Juvenile Court, such as DUI's involving juveniles.

D. If charges for criminal offenses are not filed in the City Justice Court and such charges should properly have been filed in that court, the City shall inform the County of the failure to properly file. Upon receipt of such notice, the County shall take all necessary and appropriate action to remedy this failure and to prevent future failures of a similar nature. In order to monitor this matter, the City shall be entitled upon reasonable notice to audit the records of the Sheriff's Office for the purpose of determining that criminal charges and citations are being filed in the proper court.

E. The County shall be responsible to assure that its officers and employees who are witnesses appear at all court proceedings if proper notice has been received for such proceedings.

F. The City shall notify the County of the date, time, and place of any proceeding before the City Justice Court, as well as the name of the officer or employee of the County needed in those proceedings. Such notice shall be in writing and sent by mail to the Sheriff's

Office or be hand-delivered to the Sheriff's Office at least ten (10) days prior to the proceeding. If the proceeding is scheduled within less than ten (10) days, the City shall make a reasonable effort to notify the County as soon as possible of the need for an appearance by the County officer or employee.

G. If an officer or employee who has received notice of a proceeding before the City Justice Court fails to appear at that proceeding and has not made a good faith and reasonable effort to notify the City, the City shall inform the County of said fact and the County shall take all steps reasonably necessary to ensure that the failure to appear will not occur again and that appropriate action has been taken with respect to the officer or employee.

H. If an officer or employee of the County should not be able to attend a court proceeding after notice has been received by the City, that officer or employee shall be responsible to contact the City Justice Court not less than forty-eight (48) hours, or as soon as reasonably possible, before the time set for the proceeding.

6. **Consideration.**

A. The City shall pay the County for the law enforcement services which are the subject of this agreement a yearly fee of Ninety Thousand Eight Hundred Thirteen and 00/100 Dollars (\$ 90,813.00) for the term of this agreement. This amount is based on a rate representing the average between the County's current salary rates for patrol officers and detectives. The fee is further based on seven (7) hours of law enforcement services being provided hereunder for each twenty-four (24) hour period during the term of this agreement. The annual fee shall be payable on or before December 31, 2003.

B. Any State liquor taxed revenues attributable to the City which are, in fact, paid to the City will be forwarded to the County as part of the City's monthly payment.

C. In the event the County provides law enforcement under this agreement in excess of the seven (7) hours per day, upon the request of the City Manager, the City shall pay to the County an amount equivalent to the rate described in the foregoing subparagraph A times the hours of service provided.

7. Narcotic Strike Force.

Law enforcement services incurred with respect to operations of the Davis Metro Narcotics Strike Force are not included in this agreement. The City, however, may negotiate and contract directly with the Board of Directors of the Davis Metro Narcotics Strike Force as a participating member of that organization.

8. Warrants.

A. Administration of City warrants is the sole responsibility of the City. This shall include the issuance, records keeping, and recall of any City warrant.

B. The City shall provide the County with adequate, timely warrant-related information during normal working business hours.

C. The County will not be responsible for any administrative errors or omissions regarding warrants issued by the City. The County shall be required only to act in accordance with the provisions of the Warrant and shall note the dates, times, signatures, and any particular restrictions on the warrant itself.

D. The County shall not be responsible for contacting the City to verify if a warrant has or should have been recalled.

9. Administration of Agreement.

There is no separate legal entity created by this agreement and to the extent that this agreement requires administration, other than as set forth herein, the agreement shall be

administered by the governing bodies of each of the parties acting in concert as a joint board. No real or personal property shall be acquired jointly by the parties as a result of this agreement unless this agreement has been amended to authorize such acquisition.

10. Liabilities and Indemnification.

A. All privileges and immunities from liability which are ordinarily available to City peace officers shall apply to the Sheriff and his deputies while performing law enforcement functions under this agreement.

B. The County agrees to save and hold the City harmless and to indemnify the City and its subsidiary affiliated entities and organizations as well as its agents and employees from and against any claim, demand, action or causes of action, suit or damages incurred by the City arising from the acts of the County in providing law enforcement services under this agreement except if such claims are based upon the negligence of the City, its employees, or agents.

C. The City agrees to save and hold the County harmless and to indemnify the County and its subsidiary affiliated entities and organizations as well as its agents and employees from and against any claim, demand, action or causes of action, suit or damages incurred by the County arising from the County providing law enforcement services under this agreement if such claims are based upon the negligence of the City, its employees, or agents.

11. Reports.

A. Monthly reports shall be prepared and submitted by the County to the City describing such matters as the number of calls for service, violations of City ordinances, hours spent in the performance of law enforcement services within the City, or any other information as may be requested by the City Manager or the City Council.

B. The reports shall be submitted to the City Manager and to the City Council. If

requested, the Sheriff, or his designee, shall attend a City Council meeting to discuss the report and law enforcement issues.

12. Governmental Immunity Act

Because both parties are governmental entities under the *Utah Governmental Immunity Act*, Utah Code Ann., Section 63-20-1 et seq., as amended, each party is responsible and liable for any wrongful acts or negligence committed by its own officers, employees, or agents and neither party waives any defense available to it under the *Utah Governmental Immunity Act*.

13. No Separate Entity

This agreement does not create any separate legal or administrative entity for the purpose of implementing or administering the terms and conditions of this agreement.

14. Property

No property shall be jointly acquired, held, or distributed by and between the parties as part of this agreement.

15. Relief of Obligation

This agreement does not in any way relieve either party of any obligation or responsibility imposed upon it by law.

16. Term.

A. This agreement shall be in effect for a period of one (1) year beginning on July 1, 2003 and ending on June 30, 2004.

B. This agreement may be renewed by the parties annually with a renewal agreement signed and approved in the manner required for in interlocal cooperation agreements.

C. In no event shall the term of this agreement exceed fifty (50) years.

17. Termination.

A. Either party may terminate this agreement, with or without cause, upon giving

sixty (60) days written notice of the termination to the other party.

B. If this agreement is terminated prior to the end of the period for which the City has paid in advance as provided in Paragraph 6.A., the County shall refund the unused portion of the paid fee prorated from the effective date of the termination to the end of the paid period.

18. Authorization.

The individuals executing this agreement on behalf of the parties confirm that they are duly authorized representatives of the parties and are lawfully enabled to execute this agreement on behalf of the parties.

19. Review by Authorized Attorney

In accordance with the provisions of Section 11-13-202.5(3), *Utah Code Annotated*, this agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before this agreement may take affect.

20. Governmental Approval, Execution, and Resolutions

This agreement shall be conditioned upon the approval and execution of this agreement by the parties pursuant to and in accordance with the provisions of the *Interlocal Cooperation Act* as set forth in Title 11, Chapter 13, *Utah Code Annotated*, including the adoption of resolutions of approval but only if such resolutions are required by the *Interlocal Cooperation Act* by the legislative bodies of the parties.

21. Amendments

This agreement may be amended at any time but only by the written agreement of the parties.

22. Severability

If any provisions of this agreement are construed or held by a court of competent jurisdiction to be invalid, the remaining provisions of this agreement shall remain in full force and effect.

23. Third Party Beneficiaries

This agreement is intended for the sole benefit of the parties and does not create or confer, directly or indirectly, any rights, interests, or benefits to or upon any third party.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate, each of which shall be deemed an original, on the dates indicated by the signatures of the respective parties.

DAVIS COUNTY

By: _____
Dannie R. McConkie, Chairman
Davis County Board of County Commissioners
Dated: _____, 2003

ATTEST:

Steve S. Rawlings
Davis County Clerk/Auditor

DAVIS COUNTY SHERIFF:

By: _____
Bud E. Cox
Davis County Sheriff
Dated: _____, 2003

SOUTH WEBER CITY

By _____
Manager
Dated _____, 2003

ATTEST:

South Weber City Recorder

Reviewed and found to be in proper form and compliance with applicable law

Gary O. McKean
Deputy Davis County Attorney

Reviewed and found to be in proper form and compliance with applicable law

South Weber City Attorney